

continue this successful program. We are seeking 50 percent matching funds from the Missouri Elderly and Handicapped Transportation Assistance Program to help defray operational costs. This will enable the program to expand into underserved areas of the service region so that access to existing and new healthcare providers is improved for the elderly and handicapped. In addition we are also applying for Medicaid reimbursement to make non-emergency medical transportation available to all eligible individuals.

TOTAL P. 04

State Plan TN# 96-25 Effective Date 7/1/96
Superseded TN# 416-180 Approval Date 7/28/96

**Cooperative Agreement
between the
Department of Social Services, Division of Medical Services
and the
Department of Insurance, Division of Financial Regulation**

**Solvency Determinations
for Health Maintenance Organizations (HMOs)
Participating in the Missouri Medicaid Program**

I. Statement of Purpose

The Agreement which is set out in this document is a cooperative and mutual understanding between the Department of Social Services (DSS), Division of Medical Services (DMS), and the Department of Insurance (DOI), Division of Financial Regulation (DFR). The DSS, DMS has entered into contract agreements with HMOs to provide Medicaid services. The DSS, DMS is designated to administer these services and ensure compliance of the HMOs with contract standards. The DOI, DFR is responsible for approving and issuing a Certificate of Authority which is needed for an HMO to transact business in the State of Missouri. Since financial solvency requirements of the Medicaid contract are similar to the requirements to receive a Certificate of Authority, we have reached a mutual agreement that allows sharing of information and the coordination of responsibilities.

II. Respective Responsibilities

For all Health Plans participating in the Missouri Medicaid program, DSS agrees to:

1. Identify to DOI the Health Plans that are currently participating in the Missouri Medicaid program and any changes in the status of the participants;
2. Provide notification upon receipt of, and make available for copying: any or all financial ratios and computations calculated by DSS staff in conjunction with audits/reviews of HMOs;
3. Provide all final audit reports or reviews to the Chief Financial Examiner of the DOI within 10 days of the report or review becoming a public document;

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4. Notify DOI of any sanctions or penalties (either financial or nonfinancial in nature) imposed;
5. Perform a reconciliation of amounts payable to Medicaid HMO participants to the amounts reported as receivable from DSS by those participants within 30 days of a request to do so by the MDI;
6. Meet and consult on an as needed basis with DOI on issues related to this agreement.

For all HMOs participating in the Missouri Medicaid program, DOI agrees to:

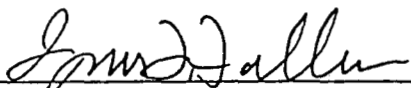
1. Update DSS on the status of the Certificate of Authority and give notification of any change to that status;
2. Update DSS on solvency determinations by providing a copy of the financial examination report, once it becomes a public document, each time the DOI conducts an examination of any Missouri Medicaid HMO participant;
3. Provide notification upon receipt of, and make available for copying:
 - a) Application for Certificate of Authority;
 - b) Annual financial statement;
 - c) Audited financial report;
 - d) Quarterly financial statement;
 - e) Statement of any material changes in the information previously submitted;
 - f) Statement listing number of persons enrolled during the year, number of enrollees as of the end of the year and number of enrollments terminated during the year;
 - g) Statement setting forth the amount of unrecovered and covered expenses that are payable and are more than 90

days past due; and

4. Provide notification to DSS as soon as any changes are defined in the application for Certificate of Authority or the annual filing requirements after issuance of a Certificate of Authority affecting HMOs or both; and
5. Notify DSS upon the determination of a Missouri Medicaid HMO participant being in hazardous financial condition.
6. Meet and consult on an as needed basis with DSS on issues related to this agreement.

III. Terms of this Agreement

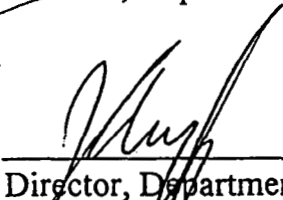
The effective date of this agreement is January 1, 1997. This agreement may be modified at any time by the written agreement of all parties and may be canceled by either party with thirty (30) days notice in writing to the other party.



Director, Department of Social Services

2-23-97

Date



Director, Department of Insurance

2/25/97

Date

Contract No. 97-02
Contract Title New

Effective Date January 1, 1997
Approval Date JUN 11 1997

**MISSOURI DEPARTMENT OF SOCIAL SERVICES
DIVISION OF MEDICAL SERVICES TITLE XIX TRANSPORTATION
OPERATING ASSISTANCE AGREEMENT**

**I
STATEMENT OF PURPOSE**

This Agreement is entered into by the Department of Social Service, Division of Medical Services (DSS/DMS) and City Of Jefferson (know hereafter as the Government Entity) for the administration of scheduled transportation services for Missouri Medicaid eligible individuals served by the Government Entity to obtain nonemergent but medically necessary, Missouri Medicaid covered services. DSS/DMS and the Government Entity will:

1. Make every effort to provide the most efficient and cost effective non-emergency medical transportation (NEMT) services available to Medicaid eligible individuals served by the Government Entity.
2. Assure scheduled transportation services for individuals eligible to receive Medicaid on the day services are provided, who have no other transportation resources, to and/or from covered scheduled Missouri Medicaid medical services in the most appropriate, least costly manner.

**II
RESPECTIVE RESPONSIBILITIES**

DSS/DMS agrees to:

1. Reimburse the Government Entity the Title XIX federal share of actual and reasonable costs established for the provision of medically necessary transportation provided by the Government Entity. Reimbursement is based upon the estimated operating cost of The Government Entity as determined from the Government Entity's estimated annual operating budget (Appendix B). The rate of reimbursement for the eligible administration of medically necessary transportation costs will be the Title XIX federal share (50%). The estimated operating cost will be reviewed in March of each year and the estimated cost per unit may be adjusted in March of each year.
2. Provide the Government Entity access to the information necessary to properly provide and seek reimbursement for administration of medically necessary transportation.
3. Review administrative payments made to the Government Entity to ensure that NEMT services are provided in the most efficient and cost effective manner and that payments do not duplicate other Medicaid NEMT payments.

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4. Provide written instructions, technical assistance, and necessary consultation to staff of the Government Entity regarding the responsibilities assumed within the terms of this agreement.

The Government Entity agrees to:

1. Identify Medicaid eligible individuals and determine those who do not have access to free non-emergency medical transportation for scheduled medically necessary, Medicaid covered services.

To be eligible for Medicaid coverage of NEMT services, individuals must:

- A. be Medicaid eligible under a federally matched eligibility category. Individuals eligible under State Only Eligibility Categories: 02, 08, 09, 51, 52, 57, 59 or eligible as Qualified Medicare Beneficiary (QMB) only (eligibility category 55) are not eligible for the Medicaid NEMT program.
- B. have no access to free transportation.
2. Arrange the most cost-effective, non-emergency medical transportation service appropriate for the needs of the Medicaid eligible individual.
3. Provide, as requested by the state Medicaid agency, the information necessary to request federal funds available under the State Medicaid match rate. Information will include at least: Patient/client name; Medicaid departmental client number (DCN); Date of Service; Name of Medicaid provider; Name of Medicaid NEMT provider and Actual cost of service;
4. Certify to DSS/DMS the provisions of the non-federal share for transportation services via completion of DSS/DMS "Certification of General Revenue". The Government Entity will be required to include this in its Application for Funds from DSS/DMS Title XIX Transportation Operating Assistance Program and Certification of General Revenue (Appendix A) and on each Invoice for Medicaid Administration of Transportation (Appendix C).
5. Provide professional, technical and clerical staff to conduct administrative functions necessary for the proper and efficient administration of medically necessary transportation;

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6. Maintain the confidentiality of client records and eligibility information received from DSS/DMS and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement. The Government Entity shall not disclose to third parties confidential factual matter provided by DSS/DMS except as may be required by statute, ordinance, or order of the Court, or as authorized by DSS/DMS. The Government Entity shall notify DSS/DMS immediately of any request of such information. The Government Entity shall provide DSS/DMS with copies of all Medicaid Daily Trip forms with each monthly administrative claim.
7. Submit its estimated operating cost annually as part of its Estimated Operating Budget (Appendix B). An estimated cost per unit is determined by dividing the Total Administrative Operating Expense by the estimated total transportation units (mile, trips, etc.). The Government Entity will be allowed a variance of five percent between the estimated cost per unit and the actual cost per unit.
8. Submit administrative claims via Invoice for Medicaid Administration of Transportation form (Appendix C) monthly. Claims submitted to DSS/DMS must include a certification that costs have been incurred in the performance of the contract and a record of actual costs. These claims will be certified by the signature of the authorized agent of the Government Entity
9. Submit in March of each year a financial status report which includes the actual net operating cost and actual cost per unit for the current fiscal year's activity. The allowed cost per unit may be adjusted if the variance between the estimated cost per unit and the actual cost per unit is greater than five percent.
10. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS/DMS any federal share which is deferred or ultimately disallowed or both arising from the administrative claims submitted to DSS/DMS by the Government Entity.
11. Maintain all necessary documentation for a minimum of five (5) years that supports the administrative claims, actual operating budget and actual cost per unit, and provide the Health Care Financial Administration (HCFA) any necessary data for auditing purposes.
12. Consult with DSS/DMS on issues arising out of this agreement. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.
13. Meet with DSS/DMS on a regular basis, at least annually, to exchange information regarding policy and procedure relating to the efficient administration of medically necessary transportation.

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14. Allow DSS/DMS and HCFA, or any of their representatives, full access to and the right to examine, during normal business hours and as often as DSS/DMS or HCFA deems necessary, all of the Government Entity's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit under the guidelines of OMB Circular A-128 "Audits of State and Local Governments," or OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions," and examine and make excerpts or transcripts from such records and other matters covered by this contract. Such rights shall last for five years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this contract is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the Government Entity retains ownership or possession of such property.
15. Maintain in amount and form satisfactory to DSS/DMS such insurance as will be adequate to protect the Government Entity in case of accident. If permitted by law, the Government Entity may maintain a self-insurance program in lieu of purchasing insurance coverage. The Government Entity shall verify compliance with this section by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.
16. Hold harmless and indemnify DSS/DMS, its agents, employees and assigns, from every expense, liability or payment arising out of any negligent act or omission committed in the performance of this contract by the Government Entity, its employees or subcontractors.
17. Nondiscrimination assurance: With regard to work under this agreement, the Government Entity agrees as follows:
 - A. Civil Rights Statutes: The Government Entity shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Government Entity is providing services or operating programs on behalf of DSS/DMS, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

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- B. Nondiscrimination: The Government Entity shall not discriminate on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention for subcontractors, including procurement of materials and leases of equipment. The Government Entity shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5 including employment practices.
- C. Solicitations for Subcontracts, Including Procurement of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Government Entity. In all solicitations either by competitive bidding or negotiation made by the Government Entity for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Government Entity of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- D. SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: The Government Entity shall comply with all the requirements imposed by the U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Department or Agencies.
18. The Government Entity agrees to accept and abide by the terms and conditions of 49 CFR Parts 40, 651 and 653 mandating drug and alcohol testing.

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III TERMS OF THIS AGREEMENT

1. The period of this Operating Assistance Agreement shall begin July 1, 1997. This agreement may be terminated upon any of the following conditions:
 - A. If, by any cause, the Government Entity shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Government Entity shall violate any of the covenants, agreements, or stipulations contained herein, DSS/DMS shall have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after written notice is sent to the Government Entity describing such default or violation.
 - B. The DSS/DMS may terminate this Agreement without recourse in the event that, for any reason, federal/state funds are not appropriated, allotted, or available to DSS/DMS for the purpose of meeting DSS/DMS's obligation hereunder. DSS/DMS will provide written notice of such termination to the Government Entity at least five (5) days prior to the effective date of termination.
 - C. The Government Entity may terminate this Agreement without recourse in the event that, for any reason, state/local funds are not appropriated, allotted, or available to the Government Entity for the purpose of meeting the Government Entity's obligation hereunder. The Government Entity will provide written notice of such termination to DSS/DMS at least five (5) days prior to the effective date of termination.
 - D. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.
2. If the Government Entity fails to comply with the nondiscrimination provisions of this Agreement, DSS/DMS shall impose such contract sanctions as it or HCFA may determine to be appropriate, including but not limited to:
 - A. Withholding of payments to transportation agency under the Agreement until the Government Entity complies;
 - B. Cancellation, termination or suspension of the Agreement, in whole or part, or both.

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